

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FREIGHTQUOTE.COM, INC.,

Plaintiff,

v.

AIR OCEAN LAND SOLUTIONS, INC..
d/b/a YOURFREIGHTQUOTES.COM;
BMX LOGISTICS LLC, d/b/a
BESTPRICEFREIGHTQUOTE.COM; and
DAN M. BOAZ, individually and d/b/a
FREIGHTQUOTECENTER.COM,
Defendant.

Case No. 1:09-cv-00346

Honorable Milton I. Shadur

CONSENT JUDGMENT ORDER

Plaintiff, Freightquote.com, Inc. ("Freightquote.com"), and Defendant, Air Ocean Land Solutions, Inc d/b/a yourfreightquotes.com ("AOLS"), have agreed to a compromise and settlement of this Civil Action and all claims, defenses and counterclaims that were or could have been brought in this Civil Action.

WHEREFORE, with the consent of the parties, it is hereby ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over the parties and subject matter of this action for entry and enforcement of this Consent Judgment. AOLS reserves the right to contest jurisdiction in any matter unrelated to this Civil Action and/or Consent Judgment.

2. Freightquote.com provides freight shipping and management services through its Internet web site www.freightquote.com.

3. AOLS provides freight shipping and management services through the web address www.yourfreightquotes.com.

4. Freightquote.com has alleged that AOLS is infringing upon its common law and federal trademark rights in its "freightquote", "freightquote.com" and "freightquote.net" trademarks, including United States Trademark Registration Nos. 3,185,852, 3,185,806, and 2,369,546 (the "Freightquote Trademarks"), by advertising, marketing and operation of a web site located at the domain name "www.yourfreightquotes.com" and although AOLS denies these allegations, AOLS has agreed to cease all further use of the Freightquote Trademarks, as Ordered in paragraph 5 below.

5. Specifically, by agreement of the parties and Order of this Court, AOLS and its representatives, agents, successors and assigns, and all persons or entities acting under their direction or control, shall permanently refrain from and cease advertising, promoting, selling, offering for sale, or engaging in any commercial dealings using the accused mark (www.yourfreightquotes.com) or from otherwise infringing upon the Freightquote Trademarks, by taking the following actions:

- (a) As soon as reasonably practicable following the entry of this Order, but in no event more than one month thereafter, AOLS shall transfer all of the current content of the website at www.yourfreightquotes.com to a new domain name address which does not have the word "freight" immediately preceding the word "quote" or "quotes". The current content of the AOLS website is memorialized by the printed screen shots of the several pages of the website appended as Exhibit A hereto. Before transferring said website content to the new domain name address, AOLS shall alter the content of the website to remove any capitalization of the term "freight quote" or "freight quotes" and to remove any references to "yourfreightquotes.com" and www.yourfreightquotes.com, whether in the body of the website text or in any printable footer of any webpage. All of

the remainder of the current website content of Exhibit A is in compliance with this Order.

(b) As soon as reasonably practicable following the entry of this Order, but in no event more than three months thereafter, AOLS shall exhaust its existing supply of any print material bearing the domain name www.yourfreightquotes.com, including but not limited to business cards, letterhead, invoices, brochures, and other literature. During said three month period, AOLS shall not create any new print material bearing the domain name www.yourfreightquotes.com.

(c) For a period of six months from entry of this Order, AOLS shall be permitted to maintain the domain name address www.yourfreightquotes.com active and operational for the sole purpose of redirecting AOLS' existing customers and clients to the new domain name address to be established under subsection (a) above in order for such existing customers and clients to have uninterrupted access to the website content, but AOLS shall refrain from any advertising, marketing, promotion, notification or other dissemination of the domain name www.yourfreightquotes.com to any third party. AOLS shall be required during this period to maintain its current registration of the domain name www.yourfreightquotes.com by regular renewal thereof at AOLS' sole expense and AOLS is expressly prohibited from selling, transferring, licensing or otherwise permitting use of said domain name to or by any third party. In the event AOLS decides not to renew, or otherwise to allow to lapse, the registration of the domain name www.yourfreightquotes.com during this period, AOLS shall notify Freightquote.com and shall transfer the domain name to Freightquote.com without fee prior to lapse thereof.

(d) Within ten days following the end of the six months period of paragraph (c) above, AOLS shall transfer to Freightquote.com, at the expense of Freightquote.com, all registrations, rights, title and interest in the domain name www.yourfreightquotes.com. Thereafter, Freightquote.com shall maintain current the registration of the domain name www.yourfreightquotes.com by regular renewal thereof at Freightquote.com's sole expense, but Freightquote.com is expressly prohibited from using the domain name as an active address connected to its current website or any other website, and Freightquote.com is further expressly prohibited from selling, transferring, licensing or otherwise permitting use of said domain name to or by any third party. In the event Freightquote.com decides not to renew, or otherwise to allow to lapse, the registration of the domain name www.yourfreightquotes.com, Freightquote.com shall notify AOLS and shall transfer the domain name to AOLS without fee prior to lapse thereof.

(e) Nothing in this paragraph shall be deemed to prohibit AOLS from using the terms "freight" and "quote" in a non-trademark, purely descriptive manner in the body of text on its website, for example in the phrase "we can provide you with a quote for freight shipping services" or "we provide free freight quotes."

6. This action between Plaintiff and AOLS and all claims, defenses and counterclaims that were or could have been made by and between them relating to Freightquote Trademarks are hereby dismissed with prejudice; provided, however, that, in the event all Freightquote Trademarks are ever determined to be invalid or unenforceable by a court of competent jurisdiction or by the U.S. Patent and Trademark Office in a final non-appealable or non-appealed decision, then AOLS shall be relieved from the obligations of this Order and this Order shall be immediately vacated.

7. Each party shall bear its own costs and attorneys' fees.

8. With respect to Defendants BMX Logistics LLC and Dan M. Boaz Plaintiff reserves all rights and this case is not dismissed

SO ORDERED:

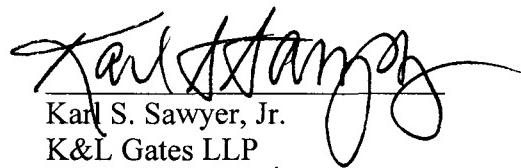
Dated: _____

Hon. Judge Shadur

/s/ Raymond P. Niro, Jr.

Raymond P. Niro, Jr.
Dina M. Hayes
NIRO, SCAVONE, HALLER & NIRO
181 West Madison, Suite 4600
Chicago, Illinois 60602 4515
(312) 236 0733
Fax: (312) 236 3137

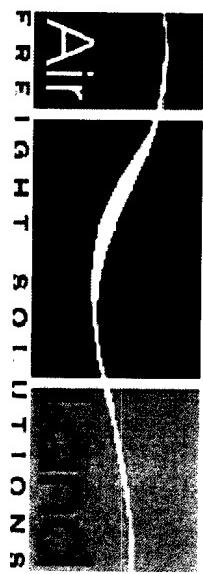
Attorneys for Freightquote.com, Inc.



Karl S. Sawyer, Jr.
K&L Gates LLP
Hearst Tower, 47th Floor
214 North Tryon Street
Charlotte, NC 28202
(704) 331 5792
Fax (704) 353 3692

Attorneys for Air Ocean Land Solutions, Inc.

EXHIBIT A



Sign up N O W and S A V E

(877) 265-4285

get a free quote ▾
my account ▾

Domestic Shipping International Shipping
Free Quotes Tracking
Contact Us

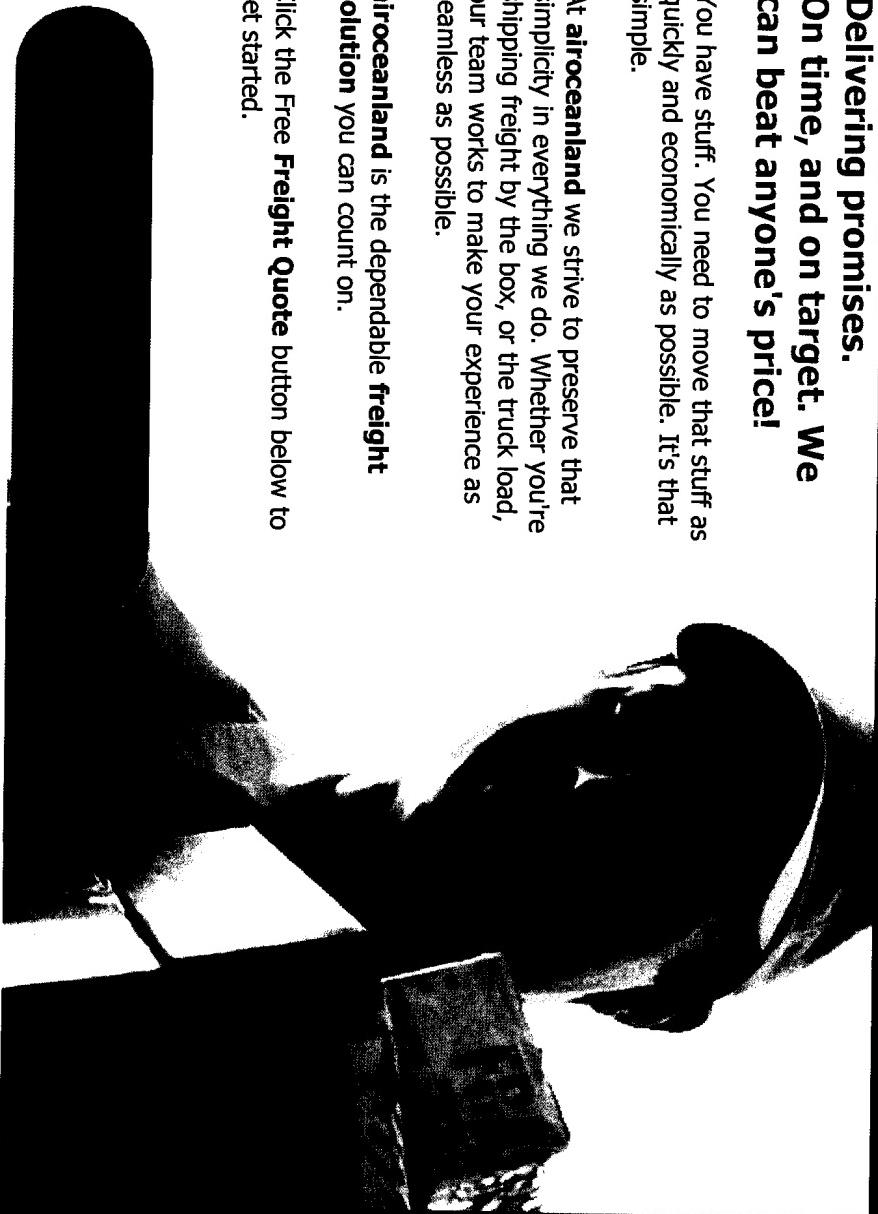
**Delivering promises.
On time, and on target. We
can beat anyone's price!**

You have stuff. You need to move that stuff as quickly and economically as possible. It's that simple.

At **airoceanland** we strive to preserve that simplicity in everything we do. Whether you're shipping freight by the box, or the truck load, our team works to make your experience as seamless as possible.

airoceanland is the dependable **freight solution** you can count on.

Click the **Free Freight Quote** button below to get started.



1.877.265.4285

At **airoceanland** you're in charge. With our five-star rating system, you choose the **freight solution** that's right for you. Just

Get Connected with the world. Follow what's hot in *industry news*, and learn

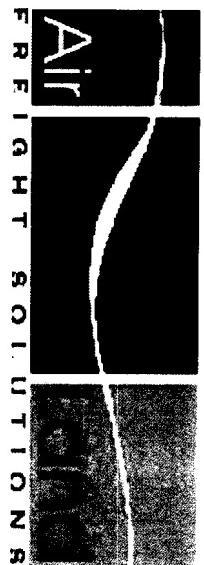
Freight Quotes offered by Your Freight Quotes

click the **Free Freight Quotes** button above, or call us, toll free: 1-877-265-4285, for a **freight quote** from our **freight solutions** team.

Whether you ship **freight** daily, or just this once, our **freight solutions** team can help. After all, at **airoceanland** we offer more than **free freight quotes**, we offer real **freight solutions!**



the tricks to
faster freight in
our freight
solutions
sidebars.



Sign up N O W and S A V E

(877) 265-4285

get a free quote ▾

my account ▾

Home

About Us

Domestic Shipping

International Shipping

Free Quotes

Tracking

Contact Us

We offer transport services that can be tailored to meet your specific shipping requirements.

We do that by paying attention to details and sticking to the basics. Shipping with **airoceanland** couldn't be simpler, because we refuse to make it complicated. An experienced team of transportation professionals, our **Promise-Keepers**, work with you one-on-one to develop a plan that is right for you.

We aim to revolutionize the **shipping**

industry by putting the power of the **shipping** world in the hands of our customers.

We are committed to delivering your promises, on time and on target, everyday.

Our Mission:

To connect individuals and corporations with an array of **freight**

carriers, to provide **shipping solutions** in a cost effective and timely manner.

Air
F R E I G H T S O L U T I O N S

Sign up NOW and SAVE

E

(877) 265-4285

We offer experienced LTL and truckload **freight services**, expedited, and temperature controlled **truckling services**. If you have oversized or ultra heavy **freight**, we can provide expert flatbed and heavy haul services.

We will get your products to market quicker, and we can deliver cost-effective solutions with a high degree of personalized service.

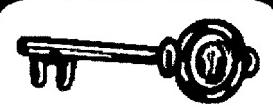
From the moment you place your order, we manage the entire shipment process. From dispatch, right through to border clearance and tracking, our team delivers.

get a free quote ▾
my account ▾

Tracking
Contact Us

Choose the shipping method that's right for you. Click the

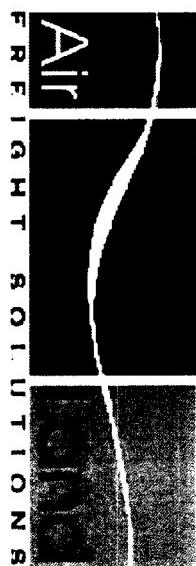
air, ocean, or land buttons
above to learn more.



Key Benefits:

- Competitive Rate Quote
- Fast Transit Times
- LTL, Truckload,
Flatbed & Heavy
Haul Services





Sign up N O W and S A V E

(877) 265-4285

get a free quote ▾
my account ▾

Home

About Us

Domestic Shipping

International Shipping

Free Quotes

Tracking

Contact Us

Please ensure all the R E D highlighted fields are filled in. This will shorten the turn around time for your quote and assist us in providing you with a complete and accurate quote.

Shipper Information

First Name

Last Name

Company

Telephone #

Alt Telephone #

Fax #

Email

Consignee Information

First Name

Last Name

Company

Telephone #

Alt Telephone #

Fax #

Email

Download our Shipper's Letter of Instruction

Origin

Destination

Port of Discharge

Declared Value

Insurance Required?

YES

Service Type

AIR

Container Type**LESS THAN CONTAINER LOAD****Cargo Description****Commodity****Dimensions (in
inches)
(LxWxH)****Weight****# of Pieces****Package Type****(SKID/ROLL/CARTON/ETC...)****Payment Terms****COLLECT****License # /
Symbol****Pick Up and
Delivery Method****DOOR TO DOOR****Special Instructions / Shipping Comments**

The screenshot shows the homepage of Air Freight Solutions. At the top right is a large graphic featuring a globe and the company name "Air Freight Solutions". Below the graphic, the slogan "Sign up NOW and SAVE" is displayed in large, bold, black letters, followed by the phone number "(877) 265-4285". To the right of the phone number are two links: "get a free quote" and "my account", each with a small downward arrow. The main menu includes links for Home, About Us, Domestic Shipping, International Shipping, Free Quotes, Tracking, and Contact Us. A "Forgot Password?" link is located near the login fields. The central area of the page is mostly blacked out.

Sign up NOW and SAVE

(877) 265-4285

get a free quote ▾

my account ▾

Home About Us Domestic Shipping International Shipping Free Quotes Tracking Contact Us

Not a shipping partner yet? Click Here and Join Now!

Login ID

Password

[Login](#)

[Forgot Password?](#)

The screenshot shows the homepage of Air Freight Solutions. At the top right is a large banner with the text "Sign up N O W and S A V E (877) 265-4285". Below the banner are two links: "get a free quote" and "my account". The main navigation menu includes Home, About Us, Domestic Shipping, International Shipping, Free Quotes, Tracking, and Contact Us. A "Forgot Password?" link is located near the login form. The login form itself has fields for "Login ID" and "Password", and a "Login" button. A message encourages users to sign up: "Not a shipping partner yet? Click Here and Join Now!".

Air
F R E I G H T S O L U T I O N S

Sign up N O W and S A V E
(877) 265-4285

get a free quote ▾
my account ▾

Home About Us Domestic Shipping International Shipping Free Quotes Tracking Contact Us

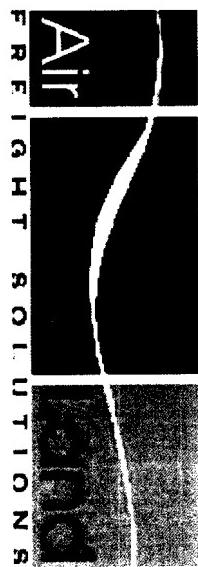
Not a shipping partner yet? Click Here and Join Now!

Login ID

Password

[Login](#)

[Click here if you forgot your password!](#)



S i g n u p N o w a n d S a v E

(877) 265-4285

get a free quote
my account

Home About Us Domestic Shipping International Shipping Free Quotes Tracking Contact Us

we want to hear from you

Postal Address:
P.O. Box 79009, Charlotte, N.C. 28271

Corporate Offices:
1836 Center Park Drive, Charlotte, N.C. 28217

Toll Free: 877.265.4285
Telephone: 704.329.7395
FAX: 704.329.1775

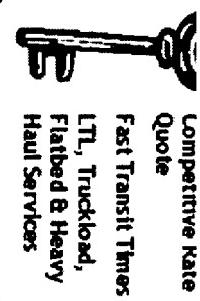
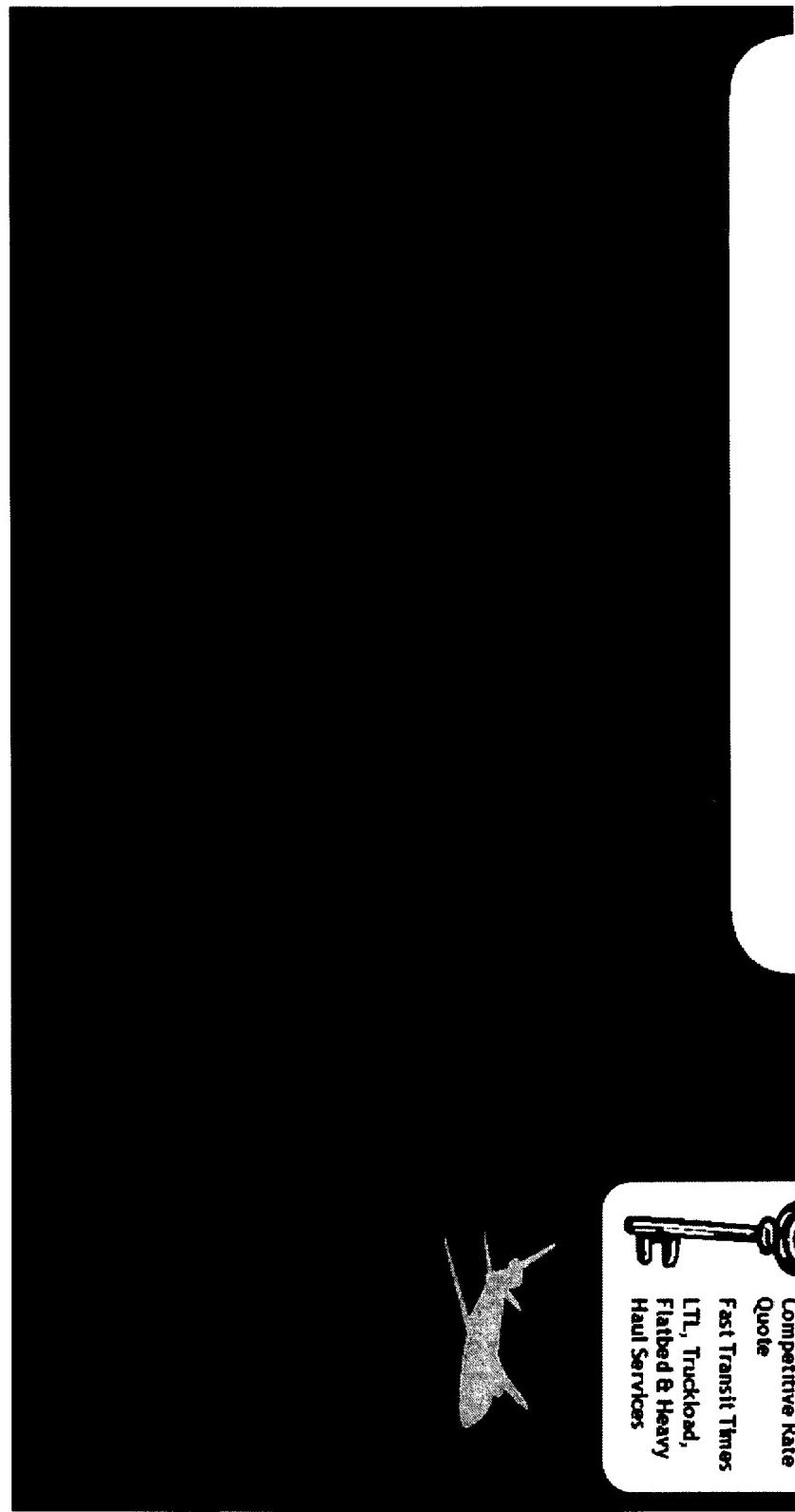
E-mail:
General Information & Sales: arthur.cottingham@aolfs.org
Customer Support: info@aolfs.org
Webmaster: webmaster@aolfs.org

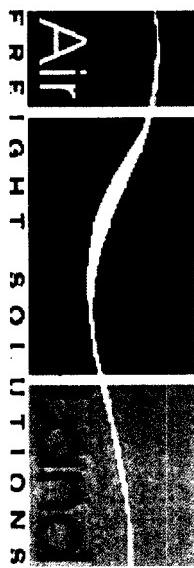


The choice is yours.
Our five star system
lets you choose the
method and the rate
that's right for you.



Key Benefits:





Sign up NOW and SAVE

(877) 265-4285

get a free quote
▼
my account
▼

International
Shipping

Free Quotes

Tracking

Contact Us

Shipping with airoceanland is shipping made easy.

Whether you're moving merchandise across town, across the nation, or across the world - we've got the shipping solution that's right for you.

Our expedited air service is competitively priced with a wide variety of options available.

Preparing to export your merchandise for international destinations can be tricky. Let our team help you navigate the details to get your shipments out on time, and on target. We'll help you manage or prepare Export Declarations, House Air Waybills, and Certificates of Origin. It's all part of our service to you.

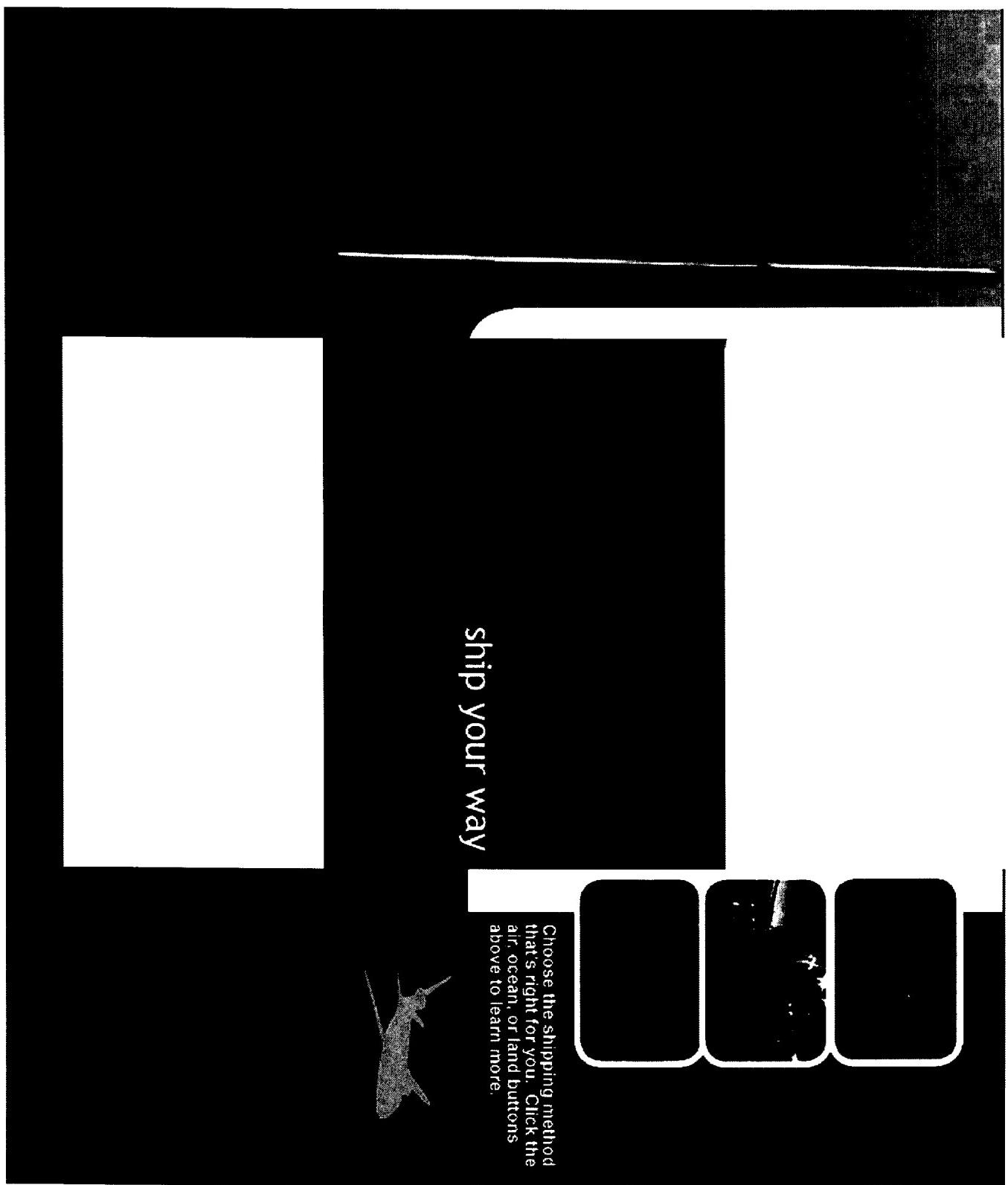
Rates are quoted from door to door, or door to terminal.

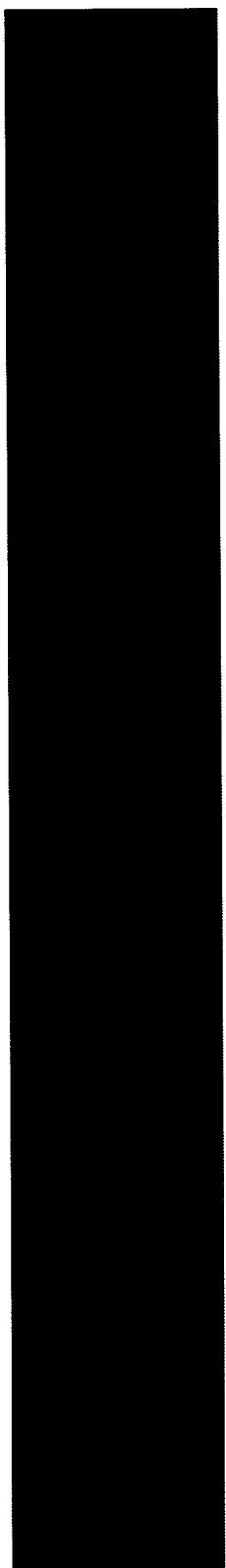
Liability insurance available upon request.

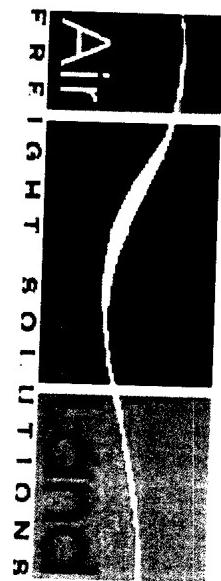
Hazardous materials shipments are accepted with proper documentation.

C.O.D.'s are welcome.

Fuel surcharge may fluctuate according to industry standards.







Sign up N O W and S A V E

(877) 265-4285

get a free quote
my account

Home About Us Domestic Shipping International Shipping Free Quotes Tracking Contact Us



At **airoceanoland** we know the language of shipping. We staff each terminal with bilingual employees, *not agents or representatives*, to ensure your **freight** is handled properly.

This unique attention to detail means that customers can focus on their business needs and leave their **shipping** needs to us.

We offer the following ocean services:

- Door to door, pick-up, and deliveries
- Import/export
- Full-Container Shipments
- Less than Container-Load Shipments
- Break-Bulk
- Weekly consolidation
- Expedited within 24-hours of port arrival
- Expedited services available
- Steamship vs. Barge
- Documentation preparation and tax clearance

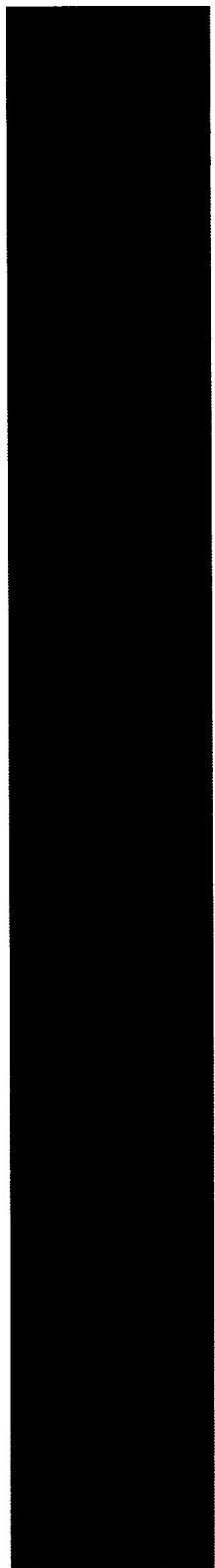


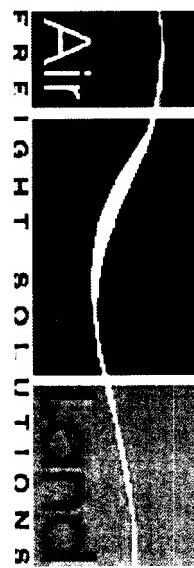
A large ocean freight container ship is shown sailing on the open sea. The ship has multiple decks and a dark hull. The sky above is filled with scattered clouds.

Choose the shipping method
that's right for you. Click the
air, ocean, or land buttons
above to learn more.

- Reliable schedules &
competitive rates

<http://www.yourfreightquotes.com/ocean-shipping-containers.shtml>





Sign up N O W and S A V E

(877) 265-4285

get a free quote
▼
my account
▼

Home

About Us

Domestic Shipping

International Shipping

Free Quotes

Tracking

Contact Us

Home

YourFreightQuotes.com is a service provided by AOL Freight Solutions, Inc., located in beautiful Charlotte, NC within 5 minutes of the Charlotte International Airport. We are dedicated to providing you with quality freight shipping, delivering to you on time, and on target.

About Us

Connecting you our clients, individuals and corporations with an array of freight carriers, to provide shipping solutions in a cost effective and timely manner.

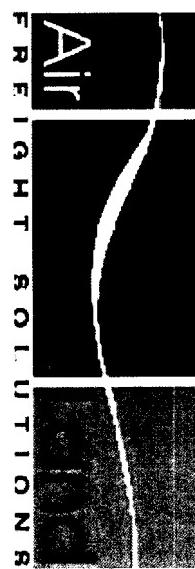
Shipping

Offering Less-Than-Truckload, Truckload, Air Freight, and International Ocean Container Shipping Services, across the country, around the world.

Shipping Services Client Login

Contact Us Toll Free today at (877) 265-4285





Sign up NOW and SAV E

(877) 265-4285

get a free quote
▼
my account
▼

International
Shipping

Free Quotes

Tracking

Contact Us

Terms and Conditions of Use

1. Bills of Lading

All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by ("AirOceanLand Freight Solutions") as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by AirOceanLand Freight Solutions, or the use of any Bill of Lading not authorized or issued by AirOceanLand Freight Solutions shall VOID AirOceanLand Freight Solutions' obligations to make any payments relating to this shipment and VOID all rate quotes.

2. Customer's Warranties

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. AirOceanLand Freight Solutions assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer.

3. Necessary Documentation

The Customer is required to use AirOceanLand Freight Solutions' system generated Bill of Lading. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs AirOceanLand Freight Solutions, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, AirOceanLand Freight Solutions is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and AirOceanLand Freight Solutions completes that document, the terms of this Bill of Lading will govern. AirOceanLand Freight Solutions is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

4. Payment

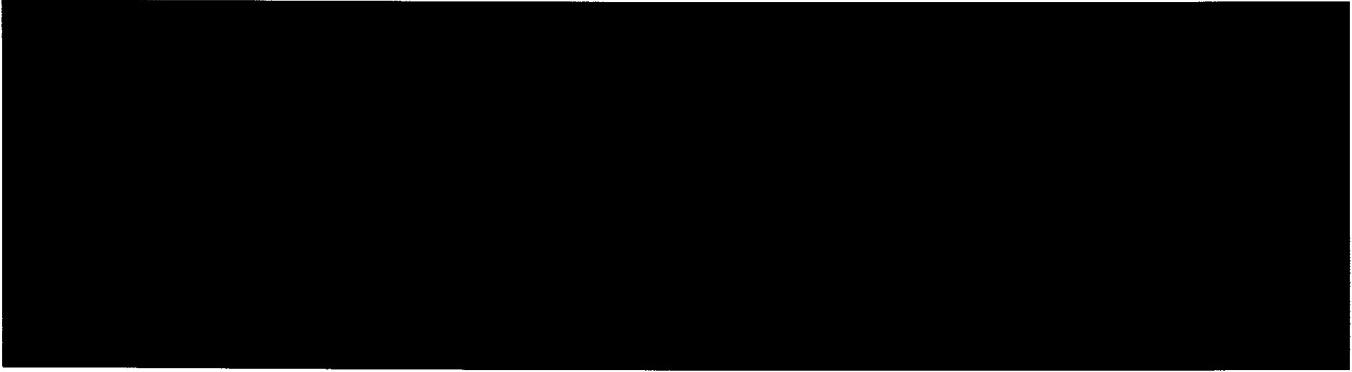
Customer agrees to pay service charges of 19% per month or the highest rate allowed by law (whichever is less) from the due date of each invoice to date of payment on invoices that are past due. Unless otherwise indicated in writing, all Payment is due in US Dollars and payable seven (7) days from the date of billing and issuance of electronic invoice. Customer agrees to receive all invoices electronically to an email designated by Customer. All funds received by AirOceanLand Freight Solutions will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments shall not accrue interest. In the event AirOceanLand Freight Solutions retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges relating to this shipment.

Allowances, discounts, exceptions classes and commodity rates offered by AirOceanLand Freight Solutions on its electronic rater system shall apply only when charges are paid within the maximum period of 30 days from the date of invoice. In the event of default on any invoice, AirOceanLand Freight Solutions has the right to declare all invoices due and payable at once. AirOceanLand Freight Solutions does not settle, consider or handle claims associated with shipments when AirOceanLand Freight Solutions is the third party responsible for freight charges. The filing for a cargo claim against carriers will not relieve payers from the terms on AirOceanLand Freight Solutions' invoice. Customer will be charged immediately upon notification from carrier when a weight & inspection is performed, for any accessorail services provided by carrier & any additional charges. It is the responsibility of the shipper, consignee, or owner of the merchandise to purchase additional insurance beyond the standard liability of the carriers. The liability coverage listed for the carriers on AirOceanLand Freight Solutions does not apply for used machinery or equipment. AirOceanLand Freight Solutions will supply the bill of lading to shipper which must be given to the driver at time of pick up to ensure proper billing, rating & routing. If AirOceanLand Freight Solutions' bill of lading is not used correction charges will apply. This may affect the original quoted rate. If a pick up is canceled two options will be offered, 1) Credit memo will be issued for total amount and applied to next shipment; or 2) \$25.00 charge will be deducted from original charge when credit applied to card.

All Customers are subject to credit approval. AirOceanLand Freight Solutions intends to perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of AirOceanLand Freight Solutions. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment; and all duties, customs assessments, governmental penalties and fines, taxes, and AirOceanLand Freight Solutions' attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Unless otherwise agreed, Brokers scheduling shipments for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment. AirOceanLand Freight Solutions shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. AirOceanLand Freight Solutions reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pick up, transportation and delivery functions therein. Customer is permitted seven (7) business days from the date of the invoice to dispute any invoiced charges; any such dispute shall be in writing and sent to AirOceanLand Freight Solutions at the following email address: billing@aolfs.org. If AirOceanLand Freight Solutions does not receive a dispute within the allowable seven (7) business days, the disputed item will be denied by AirOceanLand Freight Solutions.

Customer authorizes AirOceanLand Freight Solutions to charge any of Customer's credit card or bank accounts on file with AirOceanLand Freight Solutions 7 days after any invoice becomes post due. Customer agrees that electronic submission of the credit application and/or use of the AirOceanLand Freight Solutions Shipping System constitutes an express agreement to this provision (and all provisions herein). Customer may opt-out of this provision by sending an email to that effect to billing@aolfs.org



5. Claims and Limitations of Liability

The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment in full is necessary in order for a carrier to process a claim. All freight cargo claims should be submitted immediately to AirOceanLand Freight Solutions to help ensure timely resolution. AirOceanLand Freight Solutions will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Please contact AirOceanLand Freight Solutions for more details regarding carrier insurance or carrier liability.

Where AirOceanLand Freight Solutions has a lien on such recovery amounts and reserves the right to apply recovery funds, AirOceanLand Freight Solutions has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from carrier for freight charges and/or product damage claim amounts.

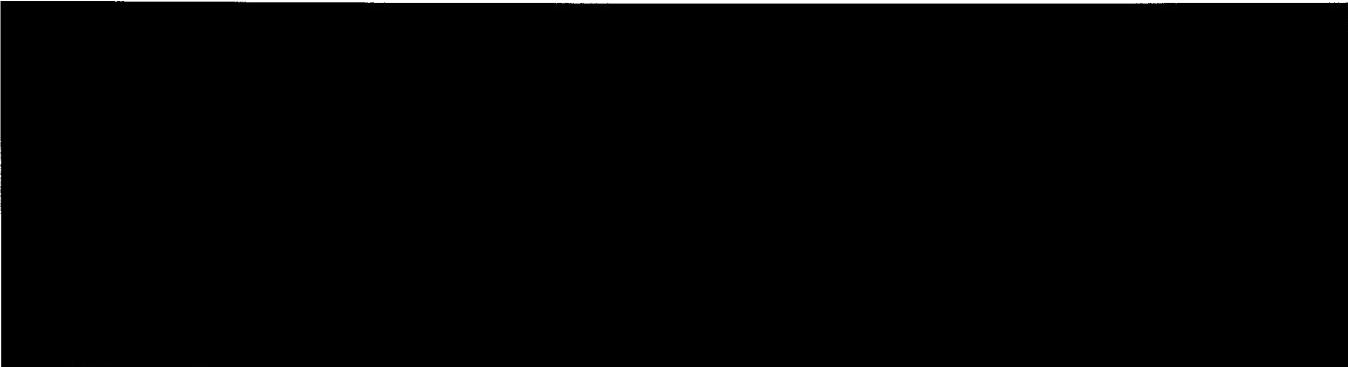
AirOceanLand Freight Solutions is not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default or omission of the Carrier. AirOceanLand Freight Solutions is not liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. AirOceanLand Freight Solutions is not liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the TERMS AND CONDITIONS contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. AirOceanLand Freight Solutions is not liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. AirOceanLand Freight Solutions is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of AirOceanLand Freight Solutions.

Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, AirOceanLand Freight Solutions shall only be liable for loss, damage, mis-delivery or non-delivery caused by AirOceanLand Freight Solutions' own gross negligence. AirOceanLand Freight Solutions' liability therefore shall be limited to the fees that AirOceanLand Freight Solutions has earned with respect to the subject shipment.

AIROCEANLAND FREIGHT SOLUTIONS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. AIROCEANLAND FREIGHT SOLUTIONS CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, AIROCEANLAND FREIGHT SOLUTIONS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT AIROCEANLAND FREIGHT SOLUTIONS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED

6. Forum Selection and Choice of Law

Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through AirOceanLand Freight Solutions's website, or relating to any and all disputes between AirOceanLand Freight Solutions and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the Wisconsin Circuit Court, in the county of Milwaukee, or United States District Court for the District of Wisconsin in Milwaukee, and shall be subject to Wisconsin law. With respect to collection of any unpaid invoices, AirOceanLand Freight Solutions may file any claims relating thereto in the County of Milwaukee small claims court. Customer consents to irrevocable personal jurisdiction to all courts stated herein, and agrees to service or process and/or court documents by certified and/or overnight mail with proof of delivery. Notwithstanding the foregoing, AirOceanLand Freight Solutions reserves the right to choose a forum and applicable law at its discretion.



7. Rates

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed. Customer is solely responsible for accurate entry of NMFC information for rating shipments and bears any and all financial responsibility for inaccurate classification and/or weight information. TL rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance. Providing 48-hour notice is given, AirOceanLand Freight Solutions assures coverage of Truckloads within 4 hours of Customer's requested pickup, excluding weekends and holidays, weather or national emergency. Trade show shipments cannot be guaranteed. If AirOceanLand Freight Solutions is unable to fulfill this pledge, we will credit your account \$100.00 USD toward your next Truckload. Truckload cancellations require 24 hour notice to avoid penalty. Once AirOceanLand Freight Solutions has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or a equipment not used (EON) fee of up to \$200 USD will be assessed.

Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit days may apply.

Van Line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply.

All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

8. Guaranteed Services

LTL Guaranteed Services are inclusive of transit times only as noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. This service is not a guarantee for Pickup. Pickup Day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the actual delivery date of shipment to file a claim request in writing with AirOceanLand Freight Solutions. If AirOceanLand Freight Solutions does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of carrier failure to comply with the guaranteed service requested and after the carrier has agreed to liability, AirOceanLand Freight Solutions will credit the account of the said Customer. In no event shall AirOceanLand Freight Solutions be liable nor will any account be credited if the Customer does not use AirOceanLand Freight Solutions' Bill of Lading.

AirOceanLand Freight Solutions has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. In the event of cargo loss or damage, the Certificate Holder is to contact the Claim Agent noted on any Certificate of Insurance immediately. If the loss or damage is apparent, the consignee must note such loss or damage information on the bill of lading/delivery receipt. If the loss or damage is not apparent (concealed), the certificate holder must contact the Claims Agent noted on the certificate within 3 days after taking delivery.

9. About AirOceanLand Freight Solutions

AirOceanLand Freight Solutions reserves the right, in its sole discretion, to refuse any shipment at any time. To the extent they legally apply, the General Rules Tariffs, set forth by the carriers provided as Solutions with AirOceanLand Freight Solutions, will in every instance, as they might legally apply, take precedence in all legal proceedings and when applicable, will take precedence over AirOceanLand Freight Solutions' TERMS AND CONDITIONS stated herein. If not stated within the carrier's General Rules Tariff, AirOceanLand Freight Solutions' TERMS AND CONDITIONS as stated herein shall control. In the case of conflict between the TERMS AND CONDITIONS contained herein and those set forth



by the individual selected carrier's General Rules Tariff, the selected carrier's General Rules Tariff shall control. All Terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers.

By Virtue of Customer Submitting This Electronic Credit Application, Using the AirOceanLand Freight Solutions Shipping System, Making a Shipment Scheduled by AirOceanLand Freight Solutions on Customer's behalf, or utilizing a Bill of Lading generated by AirOceanLand Freight Solutions and/or containing an account designated by AirOceanLand Freight Solutions, Customer Agrees to the Forgoing Terms & Conditions